

SPECIAL LEASE AREA STIPULATIONS

Lower Klamath Lake Lease Area (Oregon):
Area K
(Hay Leases)

18. (a) Lands covered by this lease are located within a National Wildlife Refuge and are subject to regulations of the Fish and Wildlife Service as set forth in 50 CFR for management of National Wildlife Refuges.

(b) The following agricultural practices must be strictly observed on lands covered by this lease:

(1) The lessee shall comply with all federal, state, and local laws, rules, and regulations Department of the Interior polices governing the burning of crop residues and disposal of all pollutants and waste substances.

(2) Row crops may not be grown on the leased premises.

(3) All seed planted must meet the seed certification standards of Oregon and California regarding restricted and prohibited noxious weeds. Treatment of seed borne disease is optional.

(4) Weeds, within each lease lot, both common and noxious, shall be controlled by the lessee at the lessee's expense in a manner satisfactory to the Area Manager.

(5) Flushing bars are required on all hay cutting equipment when used prior to July 15.

(6) Field work is not authorized during April 15 through May 31 of each year.

(7) Waterfowl shall not be herded or harassed from January 1 to April 30.

(c) All machinery, farm equipment, litter, and harvested crops must be removed from the leased premises by December 1 each year, other than the last year of the lease. For the last year of the lease, removal must be complete by October 31, unless written authorization is granted by the Area Manager.

If these items are not removed from the leased premises by the above dates, the lessee will be held responsible for all costs of removal incurred by the Bureau of Reclamation. The lessee will be barred from future leasing until all costs, so incurred are paid by the lessee.

(d) The lessee, its employees, and contractors shall use only authorized access routes and authorized access points to the leased premises. These routes and points are shown on Bureau of Reclamation Drawing No. 12-201-5283. The use of any other access routes, other access points, or driving up and down banks is not allowed without written approval of the Area Manager. All road signs shall be obeyed.

(e) Irrigation Water

(1) The water service charges of Klamath Drainage District are a portion of the lease rental and will be paid by the United States out of this rental.

(2) The Bureau of Reclamation will handle all deliveries of irrigation water to the leased premises and all draining of the leased premises. All requests for irrigation water or draining must be directed to the Bureau of Reclamation office in Klamath Falls, Oregon. The lessee shall not adjust any water control gates or valves leading to or within Lease Area K.

(3) Irrigation water will not be delivered to these lots from April 15 through May 31 of each year. The Bureau of Reclamation will remove surface water remaining from deliveries made before April 15.

To reduce the possibility of botulism kills of waterfowl, to increase summer irrigation efficiencies, and to reduce drainage expense, summer irrigation will not be allowed by flooding the whole leased premises. Summer irrigation water shall be applied, by the lessee, in such a manner that significant ponding will not occur.

(4) Generally, the lots in Area K are pre-irrigated in the fall and winter. The United States schedules the pre-irrigation and the spring draining of these lots. If the lessee desires to pre-irrigate or drain at a different time, it must be scheduled with the Area Manager. A different schedule will only be approved if such delivery does not conflict with Bureau of Reclamation and/or Fish and Wildlife Service activities, as determined by the Area Manager.

(f) Crop Requirements

(1) The following listed lots shall be managed for perennial grass hay and forage crops: Lots 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, and 43.

(g) Grazing of Livestock

Since the leased premises is within a National Wildlife Refuge, all uses of the land must be compatible with wildlife management. Therefore, the grazing of livestock will be subject to the following conditions:

(1) A grazing Statement of Operations (Grazing Plan) must be approved by the Area Manager each year prior to grazing. The Statement of Operations shall include, but not be limited to: dates of use, type of livestock, and numbers of livestock which the lessee proposes to graze on the leased premises. Approval of the Grazing Plan will be based on grazing that does not damage the resource value of the land as determined by the Area Manager.

If livestock owned by persons other than the lessee are to graze the leased premises, the lessee shall supply to the Area Manager, prior to grazing, the following information: name, address, telephone number of the livestock owner, and brands on the livestock. Such livestock shall remain under the care, control or possession of the lessee.

(2) Grazing will only be allowed during the period of July 1 through November 15 of each year. Area Manager reserves the right to extend grazing period as deemed appropriate.

(3) In order to protect crops and property of other lessees and private landowners and the property of the United States, no livestock owned by or in the care, control or possession of lessee shall be permitted to run at large at any time. Ditches and drains cannot be used as barriers to maintain livestock on the leased premises. If the leased premises are not completely fenced, a herder must be present at all times.

(4) Lessee hereby accepts financial responsibility for all livestock, whether owned by or in the care, control or possession of lessee, that lessee may place on the leased premises should said livestock cause damage to any crops or real property of others or to the real property or facilities of the United States.

(5) Fences shall not be constructed unless approved by the Area Manager.

(6) Grazing of the leased premises by livestock owned by persons other than the lessee will not be considered subleasing if the hay crop has been harvested by the lessee during the contract period.

(7) Water for livestock may not be available. If water is not available, it will be the responsibility of the lessee to secure such water. If water is made available for livestock, Reclamation will provide a spigot near the irrigation turnout and the lessee must provide a water trough, unless exempted by Area Manager.

(8) In order to prevent leased premises from becoming a feed lot, supplemental feeding of livestock is not permitted without written permission from the Area Manager. Cattle treated with Famfur (Warbex) within 3 months prior to entering specified grazing unit are prohibited.

(9) Carcass of domestic animals shall be removed from Refuge within 48 hours of death or knowledge of death.

(h) Presently, some of the lots in Area K do not have fences. Written approval from the Area Manager must be obtained prior to installation of fencing. The Bureau of Reclamation will supply fencing materials, as available, for the lessee to use in permanent fencing of the leased premises. Fences constructed with the Bureau of Reclamation materials are the property of the United States and shall not be removed from the premises. All fences located on the leased premises shall be maintained by the lessee if, livestock is grazed on the premises.

(i) An operation and maintenance (O&M) right-of-way, 10 feet wide, is reserved around the perimeter of the leased premises. The United States, its officers, agents and employees, and its successors and assigns shall not be liable for damages to crops, equipment, or other property located within the O&M right-of-way.

(j) To the extent any provision of this article conflicts with any other provision of this lease, this article takes precedence.

Lessee's Initials